that this language was used in the initial application and no rejection was made in the first Office Action or in the second final Office Action. Similar language is used in Claim 10 and Claim 15 and no objections were made to indefiniteness regarding these claims. Consequently, Applicant respectfully traverses the conclusion of the Examiner that the use of the term "maintenance requirements" in the claim renders the claim indefinite, since the claim is not directed to any specific maintenance requirements, but rather for a method of notifying a user of a variety of maintenance requirements that can arise in different circumstances as explained in the portion of the disclosure referenced above.

Claim Rejections 35 U.S.C. 103

The Examiner states that Claims 1-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Schwab, U. S. Patent #5,973,731, in view of Sandifer, U.S. Patent #5,987,474. Upon review by the Applicant of the Schwab patent, it was discovered that this patent does not contain information quoted by the Examiner as being from the Schwab patent. Applicant called the Examiner to notify him of this apparent discrepancy. A response telephone call from the Examiner stated that the correct reference patent was Colon et al., U.S. Patent #5,991,731. The *Manual of Patent Examining Procedure*, Section 707.05(g), requires when an error in a citation of a reference is brought to the attention of the Examiner, a letter correcting the error should be sent to the Applicant. Ordinarily, the period of time for Response to the Office Action is restarted because of this error. Applicant has received no such written notification from the Examiner but, nevertheless, will respond to the Office Action as though the Schwab reference was, in fact, the Colon reference and does so in reliance on the telephone communication from the Examiner.

The *Manual of Patenting Examining Procedure*, 707.07(i), requires each pending claim should be mentioned by number, its treatment or status given, and should have a summary of all claims presented for examination. Because the Examiner does not reference the Applicant's claims by number or subparagraph, and does not directly reference the cited prior art to those claims or claim subparagraphs, the Applicant is necessarily speculating as to the basis used by the Examiner to reject claims. To clarify this Response to the Office Action, the Applicant will indicate where the Applicant believes the Examiner has rejected a claim and then respond to that rejection.

Beginning on Page 2 of the Examiner's Office, the Examiner is apparently rejecting Claim 1, reasoning that: (although stated as Schwab) Colon '731 establishes a client system (Claim 1, element (a)), a server system (Claim 1, element (b)) , a back-up system (Claim 1, element (c)), a connection of said client system, server system, and back-up system (Claim 1, element (d)), displaying a record form (Claim 1, element (e)), stating the record in a segregated database (Claim 1, element (f)), and receiving and making a permanent back-up in a segregated database (Claim 1, element (g)). Having cited Colon '731 for the above teaching, the Examiner then acknowledges that Colon does not teach that records are undeletable. The Examiner then uses Sandifer, Patent #5,987,474, to remedy this deficiency in the Colon patent reasoning that: "Sandifer, however, discloses that write protection is provided such that each inspection is permanently attached to each record so that it is unalterable." (Sandifer - Column 42, Lines 51-60). This portion of the Sandifer patent does not teach what the Examiner cites it for. This portion of the Sandifer patent is more fully explained in Sandifer at Column 41, beginning in Line 50, that federal regulations require an original log book be kept at an airplane's base of operation. This creates a problem when an airplane requires service at some place other than its base of operation, since it requires any mechanic who services an aircraft sign the original log book. Thus, if a plane based in Virginia requires service in Florida, to comply with the federal regulations requires that the Florida mechanic sign the original log book, which has to be kept at the airplane's base in Virginia. To require the Florida mechanic to travel to Virginia is impractical, hence Sandifer solves this problem by assigning a unique key to identify the site that creates each record. To provide security, a write protect flag is set automatically upon extraction of a record during an electronic log book transfer. Sandifer concludes: "Although write protected records could still be altered by the site that created them, the records would be unalterable at other sites, thus, securing the inspection and compliance information." (Column 42, Lines 1-5). This means that a Virginia mechanic cannot alter the Florida entry but the Florida mechanic may alter the Florida entry. By the same token, Sandifer notes for inspections , that inspectors may make notations in the records regarding the results of the inspection. The inspections are permanently attached to the record (Column 4, Line 53). Thus, Sandifer explains that the inspection records are "unalterable at other sites" (Column 4, Line 59). However, Sandifer goes on to explain that if a user's authority level allows editing, the records may

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be changed (Column 42, Line 63). As Sandifer goes on to explain the log book keeping the function of this invention, a person has the option of creating a record and saving it as a new inspection record or to "overwrite previous" (Column 43, Lines 6-7). Sandifer also has a delete function that deletes the current record (Column 43, Line 11). Thus, it can be seen, while Sandifer recognizes that records should not be altered at a site other than the site that originally creates them, Sandifer allows records to be altered at that site, overwritten, or deleted using the delete function. This is in contrast to the Applicant's invention where a record is undeletable. The only way information in a record can be modified is by entering an entirely new record, which leaves the original record unchanged and still permanently within the database. This is in contrast to the Sandifer logbook function where the save and delete functions allow one to overwrite or delete a record. Consequently, combining the Sandifer reference with the Colon reference does not teach undeletable records, as is taught and claimed by this invention, and adding Sandifer to Colon does nothing to remedy this essential deficiency of Colon. Consequently, the combination of Sandifer and Colon do not render obvious Claim 1 of the current invention.

Claim 2 adds the function of providing automatic warnings of noncompliance. This is not disclosed in the Colon patent. The Examiner did not reference Claim 2 or explain how Colon or Colon in combination with Sandifer provide this function. Consequently, it is believed Claim 2 is in a condition for allowance.

Claim 3 depends on Claim 2 and adds an additional function of providing notification of maintenance requirements. The Examiner did not address Claims 2 or 3 or explain how Sandifer, Colon, or some other reference provides this function. Consequently, it is believed Claim 3 is in a condition for allowance.

Claim 4 depends on Claim 3. As was argued earlier, Claims 1, 2, and 3 are all allowable over the combination of Colon with Sandifer, which do not render obvious these claims. Consequently, Claim 4 must also be allowable, as Claim 4 is dependent on the underlying Claims 1, 2, and 3, all of which are allowable as argued above.

Likewise, Claims 5, 6, and 7 respectively depend on Claim 4, 5, and 6. Consequently, all of these claims depend upon underlying claims, which are not rendered obvious by the combination of Colon with Sandifer and therefore, each of these claims are allowable.

Claim 8 is not addressed in the Examiner's Office Action. Claim 8, as does Claim 1, provides a record is undeletable through the client system after it is stored in the server system. As was argued above, Sandifer does not teach this function. Although the Examiner did not address the other limitations in Claim 8, it is believed that this limitation alone makes it allowable over Colon in combination with Sandifer or in combination with any other reference cited by the Examiner. Consequently, Claim 8 and the claims that depend on Claim 8 - Claims 9, 10, 11, 12, and 13 - are all allowable.

Claim 14 addresses a specific record keeping system for compliance with Federal Aviation Administration regulations. The limitations of Claim 14 are clearly not anticipated by a medical record keeping system as disclosed by the Colon reference. As with other claims, Claim 14 also provides that a record is undeletable once it is entered into the system. As was argued above, this was not disclosed by the Sandifer or the Colon reference. Consequently, it is believed Claim 14 and all claims that depend on Claim 14 are allowable as written. It is noted that the Examiner did not address Claim 14 in his Office Action and, specifically, here where the Colon reference does not disclose any kind of record keeping software with means for providing automatic warnings of noncompliance (Claim 14, element (c)), and so on. Consequently, Claims 14-20 are allowable as written.

Conclusion

The Applicant has fully answered the claim rejection of Claim 3 based on indefiniteness by explaining the language of Claim 3 in this response, and traversing the Examiner's conclusion. Claims 1-20 were rejected although no basis was provided in the Office Action for rejecting any claims beyond Claims 1, 4, 5, 6, and 7. Because Claims 2, 3, and 8-20 were not addressed by the Examiner, it is believed they are in a condition for allowance. Finally, Claims 1, 4, 5, 6, and 7 were rejected under the combination of Colon and Sandifer. The Applicant has advanced arguments

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about why these claims are allowable. Consequently, it is believed all claims are now in a condition for allowance and the same is respectfully requested.

This the 4 day of Oct. , 2005.

Michael E. Mauney
Michael E. Mauney
Attorney at Law
Post Office Box 10266
Southport, NC 28461
Telephone (910) 457-0056
Registration #33731

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